



City of Newburgh Council Work Session

6:00 pm

February 24, 2011

AGENDA

1. Procedural Items related to the City Council meeting on February 28, 2011
 - a. Minutes of the meeting of February 15, 2011
 - b. Notices of Claim:
 - Tierra Johnson v. City of Newburgh
 - Louise Collins v. City of Newburgh
 - c. In recognition of Black History Month student essay contest winners will read their essays at City Council meeting
2. Grants/Contracts/Agreements/Settlements:
 - a. (Res. 40) Acceptance of an Orange County Urban Renewal grant in the amount of \$50,000.00 (no match required) to be used by the public works department to offset costs related to public works projects.
 - b. (Res. 41) Acceptance of a United States Department of Justice Grant in the amount of \$185,000.00 (no match required) to be used by the police department to offset the costs of overtime and equipment
 - c. (Res. 42) Trial Services Agreement with PropertyRoom.Com for online auction services related to abandoned vehicles
 - d. (Res. 43) Permission to join the Consortium of Fire Departments (a purchasing cooperative organized pursuant to Art. 5-G, Section 119-0 of the NYS General Municipal Law) – Chief Vatter
 - e. (Res. 44) Permission to make application to NYS Office of General Services “Federal Surplus Property Program” to obtain surplus firefighting equipment formerly belonging to the federal government- Chief Vatter
 - f. (Res. 45) Acceptance of a grant from the Orange County Water Authority for the Safe Yield Study of Brown’s Pond and Washington Lake - Jeff Wynans (resolution to be provided shortly)
 - g. (Res. 46) Agreement with Code Publishers to update the City Code books and authorization of a \$6,000.00 budget transfer provide for the cost of such updates.
3. Discussion Items:
 - a. Requests of outside groups to use City facilities as a meeting space
 - b. (Res. 47) Amendment to Resolution No. 255-2010 of November 8, 2010 which adopted a distressed property remediation policy for the City of Newburgh.
 - c. Request for a loading zone in front of 405 Grand Street (see memo and draft ordinance)

- d. (Res. 48) Optional 20 year retirement plan for certain police officers and firefighters
- 4. Planning and Development/Community Development/Real Estate
 - a. Section 3 plan
 - b. Homeownership Incentive Program
- 5. Finance Department:
 - a. January Cash Report
 - b. (Res. 49) Authorizing a budget transfer to purchase equipment and supplies necessary for the planned staff relocation from 123 Grand Street to City Hall.
- 6. Executive Session:
 - a. Settlement of Litigation

RESOLUTION NO.: 40 - 2011

OF

FEBRUARY 28, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE
TO PROVIDE FOR REIMBURSEMENT OF FUNDS TO
THE CITY OF NEWBURGH WITH RESPECT TO CERTAIN
URBAN RENEWAL PROJECTS FOR THE PERIOD
OF JANUARY 1, 2011 TO DECEMBER 31, 2011
IN THE AMOUNT OF FIFTY THOUSAND (\$50,000.00) DOLLARS

WHEREAS, the Orange County Department of Public Works (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, a copy of which is attached hereto and made a part hereof, to provide for the funding of certain urban renewal projects within the City for the year 2011; and

WHEREAS, the County shall provide the City a total annual sum not to exceed Fifty Thousand (\$50,000.00) Dollars for the completion of certain urban renewal projects; and

WHEREAS, such funds shall be used exclusively for the acquisition, rehabilitation, improvements and otherwise implementing and completion of urban renewal projects within the City's limits; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into such agreement would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached agreement with the County of Orange to provide for a total annual sum not to exceed Fifty Thousand (\$50,000.00) Dollars in order to obtain the available funding for certain urban renewal projects; and



Edward A. Diana
County Executive

ORANGE COUNTY
DEPARTMENT OF PUBLIC WORKS

Charles W. Lee, P.E.
Commissioner

P.O. Box 509, Route 17M
Goshen, New York 10924-0509
TEL (845) 291-2750 FAX (845) 291-2778
www.orangecountygov.com

February 10, 2011

Mayor Nicholas Valentine
City of Newburgh
83 Broadway, City Hall
Newburgh, NY 12550

RE: AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE
CITY OF NEWBURGH FOR THE FUNDING OF CERTAIN
URBAN RENEWAL PROJECTS - 2011

Dear Mayor Valentine:

Enclosed herewith, is the Agreement between the County of Orange and the **City of Newburgh** for the Funding of Certain Urban Renewal Projects with your municipality.

Please execute and return to our office the following:

- 1.) Original Agreement signed, dated and with corporate seal.
- 2.) Resolution enacted by your municipality to enter into the Agreement. Resolution must be original, and certified by the clerk, with your corporate seal.
- 3.) Proof of Workers' Compensation and Disability Coverage's as required by the New York State Workers' Compensation Board. If your municipality uses the exemption, the form is CE-200 (attached are your last submittals)

Thank you for your prompt attention in this matter.

Very truly yours,

Charles Lee /kw
Charles W. Lee, P.E.
Commissioner

CWL/kw
Enclosures

**AGREEMENT
BETWEEN THE
COUNTY OF ORANGE
AND
THE CITY OF NEWBURGH
FOR THE FUNDING OF CERTAIN
URBAN RENEWAL PROJECTS, AS FURTHER DEFINED HEREIN**

This **Agreement** for funding certain Urban Renewal Projects, hereinafter "**Agreement**," represents the entire understanding between the parties hereto the **County of Orange**, a municipal corporation organized and existing under the laws of the State of New York, with its principle offices at 255 – 275 Main Street, Goshen, New York 10924, hereinafter referred to as the "**County**" and, the **City of Newburgh** with its principle offices at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter referred to as the "**City**." Further, the parties hereto agree as follows:

WHEREAS, the **County** and the **City** share a commitment to the rehabilitation and revitalization efforts in Orange County, and

WHEREAS, the **County** shall provide to the **City** a total annual sum of **FIFTY THOUSAND (\$50,000.00) DOLLARS**, for completing the activities enumerated in this **Agreement** and performed during the period of **January 1, 2011 to December 31, 2011**. These funds shall be used exclusively for the acquisition, rehabilitation, improvements, and otherwise implementing and completion of urban renewal projects within the **City's** limits and as described herein or by modification hereof. The **County** shall have no obligation to the **City** beyond the payment of these monies in accordance with the terms and conditions of this **Agreement**, and

NOW, THEREFORE, it is mutually agreed by and between the **County** and the **City** that:

1. The **County** will pay to the **City**, for the Capital Improvements, an annual amount, not-to-exceed **FIFTY THOUSAND (\$50,000.00) DOLLARS**. The **City** shall submit any and all documentation in support of such expenditures or the **County** may require fees under this **Agreement** as so that it may evaluate the reasonableness of the charges. All such requests shall be reasonable in time and scope; and
2. Proceeds shall be paid to the **City** for eligible costs based upon approved requests for payments. All requests for payments shall be directed to the Orange County Department of Public Works. Each request for payment shall include an itemization of all monies due for eligible costs, labor performed and/or materials supplied for the period covered by the request, a statement describing the eligible expenses, work that was performed using such labor and material, and a release of liens by subcontractors, laborers or material suppliers. Other appropriate receipts, invoices, bills or other documentation evidencing the expenditures to be reimbursed shall be appended to the request forms. As a condition of receiving payment, the **City** shall deliver to the **County** complete releases from all

relevant contractor's, laborers, or suppliers. Once the releases have been obtained and the Department of Public Works has certified that all work has been completed or that the total sum made available from the **County** has been expended payment may be made to the **City**. The **County** will not withhold a payment, without cause, for more than **THIRTY (30) DAYS** after a request for payment but, the **County** shall not be restricted from withholding payment for cause, as determined by the Department of Public Works including but not limited to that in the judgement of the Department of Public Works, after consultation with the Orange County Department of Law and the County Executive, the funds available, from all sources whatsoever, to complete the project, are insufficient to do so. The **County** will use its best efforts to make all payments due the **City** within 15 business days of receiving an approved payment request.

3. The **City** agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this **Agreement**. The **City** agrees to retain all books, records, and other documents relevant to this **Agreement** for six (6) years after the payment or termination of this **Agreement**, whichever occurs later. **County**, State and/or Federal auditors, and any other persons duly authorized by the **County**, shall have full access and the right to examine any of said materials during said period; and
4. All provisions of Federal, State and local laws, rules, regulations and ordinances governing non-discriminatory practices; warranties against collusion; solicitation or procurement; warranties against conflicts of interest and compliance with applicable ethics laws; confidentiality; fair practices and other legally imposed safeguards shall apply; and
5. This **Agreement** shall be subject to such further agreements or amendments, as the parties deem appropriate and necessary. Neither party shall assign or subcontract its duties, practices or responsibilities to a third party without the express written permission of the other. Neither party shall be a subrogee of the other, nor be responsible to defend, indemnify or hold harmless the other as to third parties but for their own errors, acts and omissions which causes the other party to suffer a loss; and
6. The **County** shall have the right to terminate this **Agreement** at any time without recourse and, upon thirty- (30) days written notice to the other. Should the **County** terminate this **Agreement** prior to its expiration date for reasons other than **City's** default, the **County** shall pay unto the **City** the earned portion of the total contract **Agreement**; and
7. The **County** shall have no liability under this **Agreement** to the **City** or, to anyone, beyond funds appropriated and available for this **Agreement**; and
8. The **City** shall provide proof of Workers' Compensation and Disability Coverage's as required by the New York State Worker's Compensation Board and same shall be attached to this **Agreement**; and

9. This **Agreement** shall be governed by the laws of the State of New York. The **City** shall render all services under this **Agreement** in accordance with all applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered; and
10. The rights and obligations of the parties, and their respective agents, successors and assigns, if any, shall be subject to and governed by this **Agreement** as well as any amendments or attachments thereto; and
11. The acceptance by the **City** or its assignees of the payment under this **Agreement**, whether by invoice, judgement of any court of competent jurisdiction, or administrative means, shall constitute as a general release to the **County** from any and all claims of the **City** out of the performance of this **Agreement**.

IN WITNESS WHEREOF, the **COUNTY** has caused this **Agreement** to be signed by its County Executive, and the **City** has caused the same to be executed by its Council, pursuant to Resolution of its **City** Council, adopted _____.

CITY OF NEWBURGH:

COUNTY OF ORANGE:

Nicholas Valentine
Mayor

Edward A. Diana
County Executive

Date: _____

Date: _____

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) City of Newburgh 83 Broadway Newburgh, NY 12550	1d. Business Telephone Number of Business referenced in box "1a" 845-569-7303
1b. Effective Date of Membership in the Group <u>03/01/2008</u>	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange P.O. Box 509 2455-2459 Route 17M Goshen, NY 10924	3. Name and Address of Group Self-Insurer NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Douglas J. Hayden 07/01/09 06:30:10
 (Print name of authorized representative of the Group Self-Insurer) Date

Certified by: 
 (Signature)

Title: PROGRAM MANAGER/PRESIDENT

Telephone Number 516-750-9405

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. 1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.



Certificate of Attestation of Exemption
From New York State Workers' Compensation
and/or Disability Benefits Insurance Coverage

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address): CITY OF NEWBURGH 83 BROADWAY NEWBURGH, NY 12550 PHONE: 845-569-7322 FEIN: XXXXX2329	Business Applying For: Contract with Government Agency From: ORANGE COUNTY DEPARTMENT OF PUBLIC WORKS
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Workers' Compensation Exemption Statement:

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:

The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

I, CHRISTINE F. MITCHELL, am the CITY COMPTROLLER with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature:	Date: 4/7/10
Exemption Certificate Number 2010-017527		Received April 6, 2010 NYS Workers' Compensation Board

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RESOLUTION NO.: 41 - 2011

OF

FEBRUARY 28, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT GRANT No. 2009-D1-BX-0148
FROM THE UNITED STATES DEPARTMENT OF JUSTICE
FOR COMMUNITY POLICING IN THE AMOUNT NOT TO EXCEED \$185,000.00
WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh Police Department has applied for a grant from the United States Department of Justice; and

WHEREAS, the City has been informed they were awarded \$185,000.00 to be used by the Police Department to offset the costs of overtime and equipment; and

WHEREAS, this Council has determined that accepting such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute any and all documentation required to accept the aforementioned grant.

RESOLUTION NO.: 42 - 2011

OF

FEBRUARY 28, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A TRIAL SERVICES AGREEMENT WITH PROPERTYROOM.COM, INC.
FOR PURPOSE OF HAVING AN EVALUATION PERIOD
FOR TESTING VEHICLE DISPOSAL AUCTION SERVICES
FOR THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh has numerous vehicles which it is currently holding in its City Yard pursuant to City Code; and

WHEREAS, City Council wishes to enter into a Trial Services Agreement to evaluate the sale of such vehicles through auction by PropertyRoom.com, Inc. instead of their current sale for crushing;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to execute a Trial Services Agreement with PropertyRoom.com, in the general form attached hereto, with such other terms and conditions as may be required by Corporation Counsel and the City Manager, same as being in the best interest of the City of Newburgh.

PropertyRoom.com Trial Services Agreement – Platinum Program

This **Trial Services Agreement** documents an arrangement between PropertyRoom.com (PRC) and _____ (Client) for purposes of permitting an evaluation period for testing new PRC services being made available to the Client.

Agreement Duration periods and Termination provisions: The term of this Trial Services Agreement will be for 6 months from the date of signature. This Trial Services Agreement will auto-renew as a Standard Service Agreement for one year terms thereafter, unless there is a written notice for termination issued by either party within 30 days of the applicable expiration date.

Services Covered by this Agreement: This agreement covers the **Platinum** vehicle and other large equipment auction program being offered by PRC.

Under the **Platinum Program**:

This program is a joint offering of PropertyRoom.com and its partner Copart, Inc., a publically traded company that is a leader in fleet disposal services for the insurance and finance industries with over 1.4 million vehicle auctions annually.

The **Client** is responsible for the following actions:

1. notifies PRC to pick up vehicle, has title and registration available
2. provides instructions to PRC for the transfer of the Client's share of the auction proceeds at the conclusion of the sales process

PRC/COPART is responsible for the following actions:

1. dispatching tow truck to Client's site to pick up vehicle/equipment
2. towing item to nearest of Copart's 147 Storage Yards for processing, first 30 nautical miles free for automobiles and light vehicles; \$1.00 per mile fee thereafter; heavy tows for oversized vehicles are billed at cost
3. cleaning and preparing vehicle for auction
4. photographing and documenting description of item
5. uploading item information to web site electronic auction catalog
6. marketing the auction site
7. conducting a one day physical inspection period at the Copart yard facility for all items to be auctioned
8. conducting the auction using proprietary auction technology
9. providing customer support to bidders
10. transaction payment processing of successful bids
11. handling title and registration transfer of property to successful bidders included as part of service if title is available. If substitute title needs to be secured, costs to be borne by Client
12. coordinating pick up and delivery of purchased property to successful bidders
13. providing online access for audit trails and accounting information to Client
14. providing payments and account reports on each sale to Client

Platinum Program Revenue Shares:

The Revenue Shares under this offering are **Client 87.5%** and **PRC/COPART 12.5%**.

Pro forma example of a typical Platinum sale transaction:

For a Client paying 12.5% commission, PRC/COPART complete the sale by collecting the \$1,000.00 Sales price from the successful bidder. The underlying winning bid results in a \$125 PRC Commission, leaving \$875 in Client's gross proceeds. Assuming bidder pays by electronic funds transfer, as the majority of bidders do, then processing costs would equal 0% and the Client's net proceeds would equal \$875.

Client Name: _____

Address: _____

Telephone: _____

By: _____

Title: _____

Date Signed: _____

Propertyroom.com

By: _____

Title: _____

Date Signed: _____

RESOLUTION NO.: 43 - 2011

OF

FEBRUARY 28, 2011

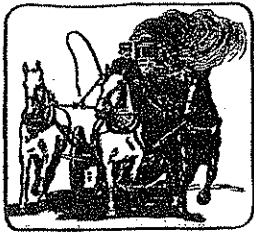
A RESOLUTION AUTHORIZING AN INTER-MUNICIPAL AGREEMENT
BETWEEN PARTICIPATING MUNICIPAL CORPORATIONS
FOR COOPERATIVE FIRE DEPARTMENT PURCHASES

WHEREAS, the City of Newburgh Fire Department and certain other participating municipal fire departments (collectively the "Fire Departments") wish to create, in accordance with applicable New York Law, a purchasing cooperative in order to save taxpayer money by quantity purchases; and

WHEREAS, the Fire Departments wish to seek competitive proposals or competitive bids, when required by the provisions of Article 5-A, Section 103, of the General Municipal Law, for the purchase of fire equipment, and related items necessary to operate a fire department; and

WHEREAS, this Council has reviewed such agreement and finds that the execution of such agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an Inter-Municipal Agreement among participating Municipal Corporations in the general form attached hereto in accordance to Section 119-O of the General Municipal Law, for cooperative fire department purchases.



INTERMUNICIPAL AGREEMENT
BETWEEN PARTICIPATING MUNICIPAL CORPORATIONS
FOR COOPERATIVE FIRE DEPARTMENT PURCHASES



THIS AGREEMENT, effective the 1st day of January 2011, between

on behalf of their respective fire departments (collectively referred to as the "Fire Departments"), in accordance with Article 5-G, Section 119-0, Subdivision 1 (d), of the General Municipal Law of the State of New York.

WITNESSETH:

WHEREAS, the Fire Departments wish to create, in accordance with applicable New York Law, a purchasing cooperative in order to save taxpayer money by quantity purchases;

NOW, THEREFORE, IT IS HEREBY AGREED, by the Fire Departments as follows:

1. Cooperative Purchases

1.01 The participating Fire Departments shall seek competitive proposals or competitive bids, when required by the provisions of Article 5-A, Section 103, of the General Municipal Law, for the purchase of fire equipment, and related items necessary to operate a fire department. The bid or proposal specifications shall reflect the total number of units required by the Fire Departments participating in this cooperative agreement.

1.02 Each of the Fire Departments may, but are not required to, purchase through the cooperative bid process provided for by this agreement for the purpose of cooperative fire department purchases, provided that the following is understood with respect to each Fire Department, to wit:

- The Consortium of Fire Departments ("Consortium") shall agree upon a lead Fire Department for each purchase. The lead Fire Department must be a party to this intermunicipal agreement and a member of the Consortium to participate in the cooperative purchasing;

- The lead Fire Department shall be responsible for the issuance of any request for proposal (RFP), which shall be agreed upon by the Consortium;

- The Consortium shall develop boiler plate language to facilitate the RFP process, and to satisfy the purchasing policies of each respective municipality;
- The Consortium reserves all rights to reject all bids, pursuant to NYS General Municipal Law;
- The Consortium shall designate a single shipping point for each cooperative purchase to control shipping cost.
- Each Fire Department shall be billed separately. Each Fire Department shall be solely responsible for any payment due to the vendor for the units that it purchased;
- Each Fire Department is solely responsible to ensure that all purchases are compliant with each political subdivision or district's procurement policies;
- All purchases shall be subject to audit and inspection by the political subdivision or district for which made;
- A Fire Department shall consider, prior to purchase, whether such bid or proposal will result in cost savings after all factors, including charges for services, material and delivery have been considered, including New York State contract prices.

2. Term

The term of this Agreement shall be for one (1) year from the effective date hereof and shall automatically be renewed on each anniversary of the commencement date.

3. Authorization of Participation

Each Fire Department member represents and warrants that its governing body has duly authorized its participation in accordance with Section 119-0 of the General Municipal Law.

4. Modification

This Agreement may be modified or amended only in writing duly executed by all parties, which shall be attached to and become a part of this Agreement.

5. Applicable Law

The Agreement shall be governed and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

6. Invalidity

If any term or provision of this Agreement or the application thereof shall, to any extent, be invalidated or unenforceable, the remainder of this Agreement or the application of such term or provision, other than those to which it is held invalid or unenforceable, shall be unaffected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. Execution and Delivery

7.01 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

7.02 This Agreement is being executed by the Fire Departments as separate agreements and at separate times, each of which shall be considered collectively as an original complete copy of the Agreement, as if each Fire Department had executed the same copy.

8. Termination

Any member Fire Department may terminate their participation in this Cooperative at any time, with or without cause, upon providing thirty (30) days written notice of such termination to all other members of the Cooperative.

EXECUTED AND DELIVERED by and between the municipal corporations as of the effective date of this Agreement.

City/Town/Village of:

By:

(signature)

(print name)

Title:

Address:

RESOLUTION NO.: 44 - 2011

OF

FEBRUARY 28, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN
APPLICATION TO THE NEW YORK STATE OFFICE OF GENERAL SERVICES
FEDERAL SURPLUS PROPERTY PROGRAM
TO OBTAIN SURPLUS FIREFIGHTING EQUIPMENT
FORMALLY BELONGING TO THE UNITED STATES

WHEREAS, Federal Surplus Property is federally purchased property, other than real estate, which is no longer useful to any federal agency and which is declared surplus and available for donation to eligible organizations; and

WHEREAS, the Federal Property and Service Administration Act of 1949 authorized the donation of Federal surplus personal property; and

WHEREAS, the distribution of surplus property within New York State is administered by the Office of General Services Bureau of Federal Property Assistance; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh to submit an application for surplus firefighting equipment;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to submit an application to the New York State Office of General Services for the Federal Surplus Property Program to obtain surplus firefighting equipment formally belonging to the United States.

RESOLUTION NO.: 46 - 2011

OF

FEBRUARY 28, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH GENERAL CODE
FOR THE PURPOSE OF UPDATING THE CODE BOOKS
AND AMENDING RESOLUTION NO: 264-2010,
THE AMENDED 2011 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK

WHEREAS, the City of Newburgh wishes to enter into an agreement with General Code on the general terms and conditions as set forth in the attached January 25, 2011 letter to the City Clerk;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to execute an agreement with General Code;

BE IT FURTHER RESOLVED, that Resolution 264-2010, the 2011 Budget of the City of Newburgh is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
Special Items		
Contingency A.1900.1990	\$6,000.00	
City Council		
Printing A.1010.0441		\$6,000.00

RESOLUTION NO.: 41 - 2011

OF

FEBRUARY 28, 2011

RESOLUTION AMENDING RESOLUTION 255-2010 OF NOVEMBER 8, 2010 OF
THE CITY COUNCIL ADOPTING A DISTRESSED PROPERTY REMEDIATION
POLICY FOR THE CITY OF NEWBURGH

WHEREAS, the Pace Law School Land Use Law Center, in coordination with the Center for Community Progress, has met with community stakeholders, made presentations, and submitted report to the City Council, in furtherance of Addressing Distressed Properties in the City of Newburgh; and

WHEREAS, the City Council, as a next step, wishes to adopt a Distressed Property Remediation Policy for the City; now, therefore

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the following Distressed Property Remediation Policy:

1. The City Council hereby accepts the Addressing Distressed Properties report, in the form attached hereto, of the Pace Law School Land Use Law Center in conjunction with the Center for Community Progress, including its general policy recommendations regarding the improvement of the City's code enforcement process, the creation of a land bank, and the creation of a system of development readiness. In implementing the distressed property remediation program, all practical means of ensuring that local workers are hired to conduct building improvements and property rehabilitation shall be pursued. The City's workforce initiative shall be based on the most successful examples of such efforts elsewhere in the nation. Research on these programs shall be conducted and a report presented to the City Council recommending steps necessary to adopt best practices in the City;

2. The City Council hereby creates a Property Remediation Task Force, consisting of the following persons, to develop a step-by-step process for implementing the recommendation of the Addressing Distressed Properties report:

City Manager
Corporation Counsel
Director of Planning and Development
Fire Chief
Building Inspector
Superintendent of Public Works

Assessor; and
Police Chief
City Engineer
GIS Analyst
PathStone Community Improvement of Newburgh
Community Voices Heard
Habitat for Humanity

3. The City Council hereby authorizes the City Manager to take such steps as are necessary to create a ~~City of Newburgh Land Bank~~, to initially be known as the Newburgh Housing Development Fund Corporation, with its Board of Directors to consist of nine (9) members comprised of four (4) City members and incorporators consisting of a City Council Member to be appointed by the City Council, City Manager, Chair of the Property Remediation Task Force, a Planning Board member to be appointed by the Planning Board; and five (5) non-City members to be appointed by the Board of Directors consisting of representatives from anchor institutions in the City, local not-for-profit corporations, and community members, under the Private Housing Finance Law, such land bank, once staffing, accounting, and funding have been determined by the City Council and following public hearing and authorization by the City Council, to take title to certain City-owned improved and vacant properties in the targeted area generally bounded to the North by ~~South Street~~Gidney Avenue (west of Liberty Street) and Clinton Street (east of Liberty Street), to the East by the ~~Easterly rear property lines of properties adjoining Chambers Street~~ Grand Street, to the South by Broadway, and to the West by the ~~Westerly rear property lines of properties adjoining Dubois Street (north of First Street) and City Terrace (south of First Street)~~, ~~excepting those properties generally known as the Mid-Broadway Redevelopment Parcels~~, and to hold, manage, and restore these properties to the property tax roll.

Underlining _____ denotes additions
~~Strikethrough~~ denotes deletions

RESOLUTION NO.: 48 - 2011

OF

FEBRUARY 28, 2011

A RESOLUTION REQUESTING THE STATE LEGISLATURE
TO ENACT SENATE BILL S02953 AND ASSEMBLY BILL _____
AUTHORIZING THE CITY OF NEWBURGH TO OFFER
AN OPTIONAL TWENTY YEAR RETIREMENT PLAN
FOR CERTAIN POLICE OFFICERS AND FIREFIGHTERS,
PURSUANT TO SECTION 384-d OF THE RETIREMENT
AND SOCIAL SECURITY LAW

BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council does hereby make a Home Rule Request pursuant to the Municipal Home Rule Law of the State of New York that the Senate and Assembly of New York enact Senate Bill S02953 and Assembly Bill _____, a copy of which is annexed hereto, to authorize the City of Newburgh to offer an optional Twenty (20) Year Retirement Plan to certain police officers and firefighters pursuant to Section 384-d of the Retirement and Social Security Law, same as being in the best interests of the City of Newburgh.



Friday, February 18, 2011

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Bill No.:

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S02953 Summary:

BILL NO S02953

SAME AS No same as

SPONSOR LARKIN

COSPNSR

MLTSPNSR

Authorizes the city of Newburgh to offer an optional 20 year retirement plan, pursuant to section 384-d of the retirement and social security law, to certain police officers and firefighters employed by such city.

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S02953 Memo:

Memo not available

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S02953 Text:

STATE OF NEW YORK

2953

2011-2012 Regular Sessions

I N S E N A T E

February 3, 2011

Introduced by Sen. LARKIN--read twice and ordered printed, and when printed to be committed to the Committee on Civil Service and Pensions

AN ACT to authorize the city of Newburgh, in the county of Orange, to offer an optional twenty year retirement plan to certain police officers and firefighters

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. Notwithstanding any other provision of law to the contrary,
2 the city of Newburgh, in the county of Orange, a participating employer
3 in the New York state and local police and fire retirement system, which
4 previously elected to offer the optional twenty year retirement plan,
5 established pursuant to section 384-d of the retirement and social secu-
6 rity law, to police officers and firefighters employed by such city, is
7 hereby authorized to make participation in such plan available to Daniel
8 Cameron, Lorenzo D'Angelico, John Jenerose and Kevin Romero, police
9 officers, and Robert Bain Jr., Mark Bethea and William Wiseman, fire-
10 fighters employed by the city of Newburgh, who, for reasons not ascriba-
11 ble to their own negligence failed to make timely applications to
12 participate in such optional twenty year retirement plan.

13 The city of Newburgh may so elect by filing with the state comp-
14 troller, on or before December 31, 2011, a resolution of its governing
15 body together with certification that such police officers and fire-
16 fighters did not bar themselves from participation in such retirement
17 plan as a result of their own negligence. Thereafter, such police offi-
18 cers and firefighters may elect to be covered by the provisions of
19 section 384-d of the retirement and social security law, and shall be
20 entitled to the full rights and benefits associated with coverage under
21 such section, by filing a request to that effect with the state comp-
22 troller on or before June 30, 2012.

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets [] is old law to be omitted.

S. 2953

2

LBD06154-02-1

1 S 2. All past service costs associated with implementing the
2 provisions of this act shall be borne by the city of Newburgh over a
3 period of ten years.

4 S 3. This act shall take effect immediately.

FISCAL NOTE.-- This bill will allow the City of Newburgh to reopen the provisions of Section 384-d of the Retirement and Social Security Law for police officers Daniel Cameron, Lorenzo D'Angelico, John Jenerose, Kevin Romero and firefighters Robert Bain Jr, Mark Bethea and William Wiseman.

If this legislation is enacted during the 2011 legislative session, we anticipate that there will be an increase of approximately \$45,700 in the annual contributions of the City of Newburgh for the fiscal year ending March 31, 2011.

In addition to the annual contributions discussed above, there will be an immediate past service cost of approximately \$613,000, which would be borne by the City of Newburgh as a one-time payment. This estimate is based on the assumption that payment will be made on February 1, 2012. The City of Newburgh may amortize this cost over a period of ten (10) years. This first year cost, including interest, will be approximately \$83,100.

This estimate, dated January 27, 2011 and intended for use only during the 2011 Legislative Session, is Fiscal Note No. 2011-103, prepared by the Actuary for the New York State and Local Police and Fire Retirement System.

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Contact Webmaster

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RESOLUTION NO.: 49 - 2011

OF

FEBRUARY 28, 2011

RESOLUTION AMENDING RESOLUTION NO: 264-2010,
THE AMENDED 2011 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$3,000.00 FROM CONTINGENCY TO INFORMATION SYSTEMS
TO PURCHASE EQUIPMENT AND SUPPLIES NEEDED
TO EXPAND NETWORK CAPACITY IN ANTICIPATION OF STAFF RELOCATION
FROM 123 GRAND STREET TO CITY HALL

BE IT RESOLVED, that Resolution No: 264-2010, the 2011 Amended Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
Special Items		
Contingency A.1900.1990	\$3,000	
Information Systems		
Office Equipment A.1680.0201		\$ 3,000